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W/African Gas Pipeline Act, 2004



An Act to incorporate the Treaty on the West African Gas Pipeline Project and certain provisions of the International Project Agreement in respect of the proposed West African Gas Pipeline into the domestic law and to provide for related matters.

DATE OF ASSENT

1st December, 2004. AS ENACTED by Parliament as follows:

Powers of West African Gas Pipeline (WAGP) Authority

The West African Gas Pipeline (WAGP) Authority established pursuant to the WAGP Treaty has the power and authority in accordance with the WAGP Treaty and the International project Agreement

1. To perform the functions assigned to it under the WAGP Treaty as specified in Schedule 1 to this Act;
2. To monitor compliance by the Company with the WAGP Regulations made under this Act; and
3. To exercise the powers conferred on it under the WAGP Regulations made under this Act.

Compliance with the Treaty, Act and Regulations

The Company. Ghana, a buyer, a seller and a shipper shall comply with the provisions of the Treaty, this Act and Regulations made under this Act.

Funding of WAGP Authority

The Government shall provide for the WAGP Authority such funds required of it under the WAGP Treaty and the International Project Agreement as are necessary to support the activities of the WAGP Authority.

Company Authorized to Carry out Project

The Company is authorized to carry out the West African Gas Pipeline Project subject to the Constitution and the provisions of this Act.

PART II—CORPORATE MATTERS

Company to be Registered as External Company

The Company shall register as an external company in accordance with section 303 of the Companies Code, 1963 (Act 179).

Application of Chapter V of the Companies Code

In pursuance of section 5 and subject to the other provisions of this Part, the provisions of Chapter V of the Companies Code shall apply to the Company.

Keeping of Accounts and Submission of Reports

The Company, and its branches, places of business or subsidiaries in Ghana may keep bank accounts in such currencies as it considers appropriate. The Company or a subsidiary of the Company registered in Ghana when preparing any financial report required to be submitted by the Company or the subsidiary to an authority in Ghana may prepare the report in US dollars.

All financial reports required to be submitted by the Company or a subsidiary to an authority in Ghana shall be prepared in accordance with Accounting Principles. The Company has an obligation to prepare, maintain and file financial reports in respect of any branch, subsidiary or place of business of the Company in Ghana.

Notwithstanding the other provisions of this section, the Company in filing any financial reports, shall file the report in respect of the whole of its business undertaking in respect of the Project. Registration of mortgages, charges and other interests. Where the Company creates a mortgage, charge or other security interest over property situated in Ghana, the Company or the holder of the security interest shall register the mortgage, charge or interest with the Registrar General, or with any other appropriate registry in the same manner as a company incorporated in Ghana.

More Info:

- [Agreed Fiscal Regime](#)

View Links:

- [Chieftaincy Act, 1971](#)
- [Ghana Investment Promotion](#)
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- [W/ African Gas Pipeline Act, 2004](#)

PART III—LICENSING**Pipeline licence**

A person shall not construct or operate any pipeline which is part of the pipeline system unless that person has been granted a licence under this Part by the Minister or a person so authorised by the Minister. The Company may apply under this Part for a licence to construct, operate and maintain the pipeline system or part of the pipeline system in respect of any area or locality of Ghana including any section of the seabed offshore Ghana.

Upon the grant of a licence under this Part, the holder is authorized to construct, operate and maintain that part of the pipeline system to which the licence relate. The holder of the licence granted under this Part shall construct, operate and maintain the pipeline system in accordance with the approved pipeline development plan.

An application for the grant of a licence under this Part shall

- be made in writing to the Minister;
- be made by a body corporate and shall list the names of the directors and executive officers of the body corporate; and
- include the pipeline development plan which shall be in accordance with the International Project Agreement and which shall specify conditions to which the licence is subject.

The Minister shall within seven working days after receiving an application under subsection (5) cause the application together with the pipeline development plan to be processed.

The Minister shall, if the pipeline development plan is approved by the WAGP Authority, issue the pipeline licence within twenty-one working days after receipt of the application.

Conditions of a pipeline licence

A pipeline licence granted under this Part shall be subject only to the conditions set out in respect of the licence in the approved pipeline development plan.

The Minister shall in accordance with modifications agreed in the approved pipeline development plan modify the terms and conditions of a licence granted under this Act.

Period of a Pipeline Licence

A pipeline licence granted under this Part shall be for an initial period of twenty-five years and may be renewed by the Minister upon application by the Company for further periods of ten years each at a time. Rights of a pipeline licence holder. Subject to the provisions of the Constitution and this Act, a licence granted under this Part shall confer on the holder

The right to enter upon land or seabed, take possession of and use the right of way on the land or seabed and to construct, maintain and operate the pipeline system, on the right of way, but where a situation of emergency requires immediate access to the land or seabed, prior to accessing the relevant part of the right of way, the Company shall give reasonable notice of the access;

1. where the relevant part of the right of way is privately owned or occupied, to the owner or occupier; and
2. where the relevant part of the right of way is public land, to the appropriate regional or national Lands Commission as the case may be;

The right to design, construct, test, commission maintain, service, operate and otherwise commercially use and subject to section 13(1) dispose of the pipeline system;

The right to construct, maintain and operate on the right of way all other installations that are ancillary to the construction, maintenance and operation of the pipeline system, including roadways, fibre optic cables, electric power cables, compression stations, storage facilities and such other ancillary installations as are specified in the approved pipeline development plan;

The right to dig, clear, embank and backfill, for the purpose of constructing the pipeline system any gravel, sand, clay, stone, or other similar substance, which is not a precious mineral or precious or semiprecious stone, within any land in the area which is the subject of the licence without any restrictions; The right to cut and remove trees and topsoil and other natural obstacles on or under the right of way without any restrictions;

The right to use and redirect groundwater and streams under the right of way; (g) the right to cross and encroach on any roadways, waterways, water distribution or sewage pipes, telephone cables, electric power cables and other public utility corridors; (h) the right to conduct clearing and grubbing, bedding, drilling, caving, trenching, tunneling, heaving, banking, levelling, bridging works and other works necessary for the construction, operation and maintenance of the pipeline system;

- the right to perform hydrostatic tests and to discharge test waters;
- the right of temporary access onto and occupation of any land outside the right of way as may be necessary according to the approved pipeline development plan or as otherwise approved by the WAGP Authority to construct, make safe, repair and replace the pipeline system; and

The right to establish during construction, testing, commissioning or maintenance of the pipeline system a safety zone around the area of the construction or maintenance works within which any third party not authorized by the holder of the pipeline licence or by the WAGP Authority in accordance with the WAGP Regulations

shall be prohibited from,

Accessing or occupying the area of the construction, testing, commissioning or maintenance works; (ii) engaging in any action, works, boring or excavation in, or on, the safety zone which may be prejudicial to the construction, testing, commissioning, operation or maintenance of the pipeline system. (2) The pipeline licence and the rights of its holder and of the project contractors under the pipeline licence and all other project authorization shall be effective against administrative authorities and third parties.

Compensation

The Company shall pay to any affected legitimate land owners or lawful occupiers of land entered pursuant to the exercise of the rights of the licence holder under section 12, fair compensation for disturbance or damage caused by the activities of the Company or project contractors on such land.

The principles and procedures for quantifying the amount of such compensation (together with procedures for resolving any disputes in respect of such compensation) shall be those applying under the prevailing laws of Ghana.

Transfer and pledge of pipeline licence

A licence granted under this Part may only be transferred with the prior written consent of the Minister. The consent of the Minister to a transfer of the pipeline licence shall be subject only to the prior submission by the holder of the pipeline licence of appropriate evidence that the transferee is technically and financially capable of ensuring compliance with the conditions of and obligations under the pipeline licence.

A licence granted under this Part may be mortgaged or pledged by the licence holder as security for its obligations in respect of the Project. A transfer of, or the creation of any other interest in the pipeline shall be subject to the consent of the Minister in accordance with subsection (1). The transfer of a licence granted under this Part whether pursuant to the enforcement of a mortgage, a pledge or otherwise, shall upon the granting of the consent of the Minister in accordance with subsection (1) transfer the rights that go with the licence to the holder of the licence.

Suspension or revocation of pipeline licence

15. (1) Where the holder of a licence granted under this Part abandons the pipeline system or materially breaches a condition to which the licence is subject, the Minister may

- suspend the licence; or
- revoke the licence.

Where the Minister considers that there is a valid reason for suspension or revocation of the licence pursuant to subsection (1), the Minister shall serve on the holder of the licence a notice of default. The notice of default shall

1. specify the default;
2. where the default can be remedied, request the holder of the licence to remedy the default within a time specified in the notice; and
3. where the default cannot be remedied, state the action that the Minister proposes to take, the date on which the action is proposed to be taken and the reason for the proposed action.

The Minister shall, prior to taking any action specified in the notice of default, give the holder of the licence a fair opportunity to respond to the notice of default and to give reason why the proposed action should not be taken. Where the holder of a licence is given an opportunity to remedy a default under subsection (3), the licence shall not be suspended or revoked if the holder remedies the default to the satisfaction of the Minister within the specified time; the licence shall be revoked if the holder fails within the time specified in the notice to remedy the default to the satisfaction of the Minister.

Where a licence is revoked the holder of the licence shall forfeit all rights conferred under the licence. The holder of a licence who is dissatisfied with the decision of the Minister to suspend or revoke a licence may invoke the dispute resolution procedure provided in the International Project Agreement.

Public Notice of Licence

The Minister shall cause to be published in the Gazette a copy of the pipeline licence and any notice of the grant, renewal, amendment, suspension or revocation of the pipeline licence. Approval to operate The Company shall not commence the commissioning or operation of the pipeline system, or any newly installed part of it without an approval to operate given by the WAGP Authority. The WAGP Authority shall grant an approval to operate if it is satisfied that the Company has satisfied all the requirements for such an approval. The Company and the WAGP Authority shall follow laid down procedures for applying for and processing an application for an approval to operate.

Electricity Generation

The Company may for the purposes of the pipeline system construct, own and operate electricity generating plant as set out in the approved pipeline development plan.

Telecommunications

The Company may in accordance with the provisions of the National Communications Authority Act 1996 (Act 524) and notwithstanding section 10 of that Act, for the purposes of the pipeline system, construct, own and operate, such communication facilities as are set out in the approved pipeline development plan. Prohibition on other persons

A person who is not authorized by the holder of a pipeline licence or by the WAGP Authority in accordance with the WAGP Regulations shall not

- access or occupy the area of a safety zone established by the Company during construction, testing, commissioning or maintenance of the pipeline system; or
- engage in any action, works, boring or excavation in. or on the safety zone or the area of the right of way which may be prejudicial to the construction, testing, commissioning, operation or maintenance of the pipeline system.

A person who contravenes subsection (1) commits an offence and is liable on summary conviction to a fine of not less than 50 penalty units or imprisonment for a term of not less than 3 months or both.

No other Licence or Permit for Construction

Except as set out in this Part, no other licence or permit or authorization is required by the Company or any project contractor for the construction, operation and maintenance of the pipeline system.

Transport, Export or Import Licence

Except as required under section 9, no transit, export or import permit, licence or other authorization is required by the Company, a buyer, a seller or a shipper for the export of natural gas from Ghana by means of the pipeline system; or the transit of natural gas through Ghana by means of the pipeline system; or the import of natural gas into Ghana by means of the pipeline system.

Acquisition and Shipment of Natural Gas

A person is not required to obtain any permit, licence or other authorisation

1. To acquire natural gas in Ghana for transmission through the pipeline system;
2. To ship natural gas through the pipeline system; or
3. To ship natural gas through other pipeline facilities to the pipeline system, but a person who constructs or operates any facility for the transportation or storage of natural gas shall not be relieved by virtue of this section of any obligation that person may have under any other law to obtain a licence or permit in respect of the facility.

Offer for Sale, Promotion and Delivery

24. Any person who in Ghana, either on its own behalf or on behalf of another person:

- offers for sale or promotes the sale of or sells natural gas to be transported through the pipeline system; or
- delivers gas through the pipeline system is not required to obtain any licence or permit by reason only of that offer, promotion, sale or delivery, but a person who constructs or operates any facility for the transportation or storage of natural gas shall not be relieved by virtue of this section of any obligation that person may have under any other law to obtain a licence or permit in respect of the facility.

National Emergency

The transmission of natural gas through Ghana or across its territorial boundaries shall not be restricted by Ghana or any of its agencies other than in the event of a national emergency declared by Parliament in accordance with the Constitution and of relevance to the Project. Upon the cessation of the national emergency, any restrictions placed on the transmission of natural gas through Ghana or across its territorial boundaries shall cease.

PART IV—WAGP REGULATIONS

Power of Minister to Make WAGP Regulations

The Minister on the recommendation of the WAGP Authority, may by legislative instrument make Regulations governing the following:

- standards and procedures for the design and construction of the pipeline system incorporating the agreed design standards;
- standards and procedures for the testing and commissioning of the pipeline system incorporating the agreed design standards;
- standards and procedures for the operation and maintenance of the pipeline system including repair, testing and checking of the pipeline system, internal and external corrosion, incorporating the agreed design standards;
- standards and procedures for measurement to be used in the pipeline system;
- health and safety requirements and practices for the pipeline system;
- environmental operating requirements, including handling of leaks and discharges;
- qualifications and experience required for operating personnel and companies;
- requirements for periodic reporting to the WAGP Authority;
- rights of inspection to be granted to the WAGP Authority;
- a regime providing for the imposition of penalties on the company;
- procedures to deal with an emergency situation including the circumstances in, which the Company may be required to suspend its operations for reason of risk to health, safety or the environment;
- procedures for the termination and resumption of operation of the pipeline system including procedures for abandonment;
- the extent not included in the Rules of Procedure, procedures for the conduct of hearings of the WAGP Authority, where appropriate, under the WAGP Regulations;
- the extent not included in the Rules of Procedure, procedures for review by the Fiscal Review Board, appeals to the WAGP Tribunal, and review by the Committee of Ministers in accordance with the WAGP Treaty;
- all drawings, plans, designs and other technical documents made or prepared

by the Company for the purposes of the Project, and any plans for the fabrication or construction of the pipeline system, which have been approved by the Steering Committee or its delegates prior to the establishment and empowerment of the WAGP Authority shall be deemed to have been duly approved by the WAGP Authority;

- for all actions taken in accordance with this Act by the Steering Committee or its delegates prior to the establishment and empowerment of the WAGP Authority which are functions of the WAGP Authority, to be deemed to have been duly taken by the WAGP Authority;
- for any drawings, plans, designs and other technical documents made or prepared by the Company for the purposes of the Project, and any plans for the fabrication or construction of the pipeline system, which have been approved or deemed approved by the WAGP Authority or its delegates to be deemed to have been approved under the WAGP Regulations upon their entry into force; and
- for all actions taken by the WAGP Authority or deemed to have been so taken which are actions provided for in the WAGP Regulations, to be deemed to have been duly taken under the WAGP Regulations upon their entry into force.

The WAGP Regulations and any amendments to the WAGP Regulations, shall be consistent with,

- the WAGP Treaty and this Act; and
- similar Regulations adopted in Benin, Nigeria and Togo.

The WAGP Regulations shall not govern the environmental standards to be applied to the pipeline system and implemented in the construction and operation of the pipeline system, or the procedures for obtaining environmental approvals, which standards and procedures shall be subject to the prevailing environmental legislation of Ghana.

Administration and Enforcement

The WAGP Authority has the exclusive authority, acting in collaboration with such agencies as are necessary, to administer and enforce the WAGP Regulations.

Exclusive regulation of Matters in Section 26

In respect of the subject matter specified in section 26(1), the pipeline system and the Company shall, subject to the Constitution, be regulated in Ghana exclusively by this Act and the WAGP Regulations to the exclusion of any other laws or regulations that would otherwise apply to the pipeline system and the Company in respect of that subject matter.

Power to amend Regulations

The Minister may by legislative instrument amend the Regulations provided that the amendment is consistent with this Act and with the obligations of Ghana under the WAGP Treaty.

PART VI—FINANCIAL MATTERS

Agreed Fiscal Regime

The liability for, and the calculation of, and method of assessment of, tax on the Company and each WAGP Company in relation to WAGP income shall be in accordance with the principles and rules set out in Schedule 2 to this Act. The Non-WAGP Regime shall not apply to any WAGP Company in respect of WAGP activities or WAGP income except as set out in Schedule 2 to this Act. The principles and rules relating to the liability for, and the calculation of, tax in Schedule 2 to this Act shall also apply to buyers, sellers, shippers and project contractors to the extent specified in Schedule 2 to this Act. The Non-WAGP Regime that applies to buyers, sellers, shippers and project contractors in respect of their activities under Schedule 2 to this Act shall be modified in accordance with that Schedule.

Foreign Currency Arrangements

Each of the WAGP companies, the shareholders, the project contractors, the buyers, the sellers and the shippers, and their counter parties, may solely in connection with the Project or the transportation of natural gas in, and the sale of natural gas transported or to be transported through, the pipeline system, or the provision of security for their obligations under agreements relating to the Project.

1. Open, maintain and operate bank accounts in foreign currency both inside and outside Ghana and receive payments of any kind including without limitation revenues in connection with the sale or transportation of natural gas directly into the accounts and retain the proceeds in and make payments from the accounts as it thinks fit;
2. Transfer foreign currency into Ghana;
3. Purchase local currency at the prevailing inter-bank exchange rate or at any other rate approved by the Bank of Ghana;
4. Convert local currency earned from participation in a business related to the operation of the pipeline system into foreign currency at the prevailing inter-bank exchange rate or at any other rate approved by the Bank of Ghana;
5. transfer, export and hold foreign currency outside of Ghana;
6. obtain and use letters of credit in foreign currency;
7. except in respect of costs incurred in Ghana to suppliers of goods or services who are residents of Ghana which shall be paid in Ghanaian cedis, utilize foreign currency in Ghana without restriction;
8. Pay in foreign currency all salaries, allowances and other benefits due to any of their employees in connection with or relating to the Project, other than employees who are residents of Ghana and who are engaged to perform their duties only in Ghana.
9. Pay in foreign currency any amounts due to foreign contractors, shareholders or lenders in connection with the Project;
10. Make any other payments due in connection with or relating to the Project in

foreign currency or in cedi equivalent; and

11. Enter int. contracts with each other for services or for the sale of goods, and to make payment for such goods or services, in any foreign currency.

To the extent that the following are not included in subsection (1), the Company may;

- borrow money or raise equity in foreign currency from any source without the requirement for any further approval, consent or administrative act of the Government or any State Authority;
- remit to shareholders located outside of Ghana any dividend derived from the Company or any affiliate of the Company in Ghana or return share capital without any deduction, withholding or other cost, in each case without the requirement for any further approval, consent or administrative act of the Government or any State Authority;
- grant security over any property of the Company or any affiliate of the Company in Ghana or elsewhere to lenders or other creditors or potential creditors, including balances in local and foreign currency bank accounts established onshore or offshore;
- service or repay foreign loans and pay associated fees and indemnities in any currency without being subject to any tax or withholding tax obligation or deduction unless otherwise provided under this Act; and
- remit to its lenders any principal, interest, fees or other lending costs owed or payable by the Company or any affiliate of the Company in Ghana without any deduction, withholding tax or other cost unless otherwise provided for under this Act.

The provisions of this section do not relieve the Company from filing returns on its foreign exchange as may be required by the Bank of Ghana.

Additional functions of the Volta River Authority

In addition to its functions and duties listed in Part II of the Volta River Development Act, 1961 (Act 46), the Volta River Authority may either in its own right or through its subsidiaries enter into, and perform the obligations undertaken by it in any agreement relating to the Project to which it is a party.

Payments

The Volta River Authority may in connection with the Project or the transportation of natural gas in, and the sale of natural gas transported or to be transported through, the pipeline system, or the provision of security in accordance with Ghana's obligations under agreements in respect of the Project.

1. pay shippers or sellers of natural gas transported or to be transported in the pipeline system offshore in foreign currency; and
2. issue letters of credit in foreign currency.

Payment into public funds of monies due Government

Any dividend, distribution or other monies due Government

- From any investments made by Government in the Project, and
- Held on behalf of, or in trust for Government by V R A, any other person or body, shall be paid by VRA, other person or body into the Consolidated Fund, or such other public account as may be directed by the Minister for Finance.

Security

In addition to the provisions of section 22(3) of the Volta River Development Act 1961 (Act 46), the Volta River Authority may charge any of its assets related to the Project, and revenues as security for the performance of its payment obligations under any agreement relating to the Project to which it is a party and may do all other things necessary for or incidental to the creation of the security. Any charge created under subsection (1) shall be registered with the Registrar General.

Guarantee

The Minister for Finance may on behalf of Ghana, in writing guarantee the performance by the Volta River Authority of its obligations under any agreement relating to the Project to which it is a party. Moneys payable under a guarantee made by the Minister under subsection (1) may be paid from the Consolidated Fund.

PART VII—ENVIRONMENTAL MATTERS

Responsibility for environmental damage Subject to the other provisions of this section, the Company, its shareholders, the shareholders' affiliates, a buyer, seller shipper, project contractors and any other person engaged in activities relating to the Project shall be liable for and environmental damage caused by the activities in accordance with the laws of Ghana. A person shall not be liable under subsection (1) for any environmental damage that was not caused by or through the Project activities.

Any environmental damage or other circumstances identified in the Environmental Impact Assessment as existing prior to the Construction Commitment Date shall be conclusively deemed to have existed prior to the commencement of the Project activities and not to have been caused by the Company, the shareholders, the shareholders' affiliates, or the Project contractors. A buyer, seller or shipper is not liable for any environmental damage that was not caused by its activities.

PART VIII—MISCELLANEOUS PROVISIONS

Access Code

The Minister may, upon receipt of a copy of a notice from the WAGP Authority to the Company relating to a failure of the Company to comply with the Access Code make Regulations requiring the Company to comply with the provisions of the Access Code.

Competition

Subject to subsection (2), none of the following shall constitute a breach of any law prohibiting or restricting any person from acting in concert or combination in relation to competition in a market or the fixing of prices:

- the entry into the International Project Agreement by the Company or the performance of its obligations under the International Project Agreement;
- the acquisition of natural gas in a State by a buyer or shipper for transmission through the pipeline system or the shipping of natural gas through the pipeline system, or through other pipeline facilities to the pipeline system, by a buyer or shipper;
- the offer for sale or sale of natural gas in a State by a shipper or seller which is delivered out of the pipeline system, or the delivery of natural gas into a State through the pipeline system by a shipper or seller;
- the formation of the Company by the shareholders; or
- the formation of a buyer or seller or shipper by shareholders or members of any group or consortium.

Except in relation to conduct specifically mentioned in the International Project Agreement or the Access Code, subsection (1) does not permit or authorise,

- unreasonable discrimination against buyers or shippers; or
- conduct by the Company, a buyer, a seller or a shipper which constitutes unfair discrimination, a lessening of competition, or which would otherwise be regarded under competition law as an abuse of a dominant market position.

Ownership of Pipeline System

The pipeline system when placed in the sea, under or over land, in accordance with the terms of the pipeline licence, shall remain the property of the Company, notwithstanding any suspension, termination, cancellation or expiry of the pipeline licence. A third party may not acquire an ownership interest in the pipeline system by virtue of that third party having an interest in the sea or under or over land where the pipeline system is situated.

Insurance

Notwithstanding anything to the contrary contained in any law or enactment:

1. A WAGP Company shall arrange insurance coverage for its activities in any country of its choice; and
2. A shipper shall arrange any insurance coverage for its Project activities in a country of its choice.

Disapplications of Existing Laws

The following laws shall not apply to the WAGP Company, a buyer, a seller, a shipper or a project contractor in respect of the Project:

- The Energy Commission Act, 1997 (Act 541) and any Regulations made under that Act;
- The Ghana Investment Promotion Centre Act, 1994 (Act 478); and
- Subject to section 33(3), the Exchange Control Act, 1961 and any Regulations made under that Act.

To the extent that the provisions of this Act are inconsistent with the provisions of any other law of Ghana other than the Constitution, the provisions of this Act shall prevail.

Definitions

In this Act, unless the context otherwise requires:

"Access Code" means the Access Code agreed by the Company and the WAGP Authority in accordance with clause 26 of the International Project Agreement as it may be amended from time to time by agreement between the Company and the WAGP Authority;

"Accounting Principles" means principles for accounting which are in accordance with international accounting standards, on an accrual (as opposed to cash) basis unless otherwise specifically provided in the International Project Agreement, with revenues attributed to the accounting period in which they are earned, and costs and expenses to the accounting period in which they are incurred without the need to consider when the amount is received or disbursed in connection with a particular transaction, and costs and expenses deemed to have been incurred, in the case of physical items, in the accounting period when title passes, and in the case of services, in the accounting period when such services are performed;

"Administrative fees" means any fees, charges or other imposts which are imposed or charged for services, materials or rights provided or granted by any Ghana or State Authority; "affiliate" means, with respect to a person, any other person (or two or more persons acting together) that directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control with that person, or who possesses or possess, directly or indirectly, the power to direct or cause the direction of the management and policies of that person, whether through the ownership of voting securities, by contract, by law or otherwise;

1. "Agreed design standards" means the standards for the construction, operation and maintenance of the pipeline system which are agreed in the International Project Agreement;
2. "Approval to operate" means an approval to operate the Pipeline System given by the WAGP Authority to the Company in accordance with section 17;
3. "Approved pipeline development plan" means the pipeline development plan which is approved by the WAGP Authority in accordance with the International Project Agreement, as it may be amended from time to time by agreement between the Company and the WAGP Authority;

4. Approved tariff methodology" means the methodology for setting tariffs for transportation of natural gas in the pipeline system which is agreed from time to time by the Company and the WAGP Authority;
5. Buyers" means purchasers of the natural gas which has been or is to be transported through the pipeline system;
6. Commercial agreements" means the gas purchase agreements, gas sales agreements, gas transportation agreements, interconnection agreements and credit security agreements defined as "Commercial Agreements" in the International Project Agreement;
7. Committee of Ministers" means the committee established in accordance with Article X. 1 of the WAGP Treaty;
8. Company" means the West African Gas Pipeline Company Limited (WAGP Company) and includes its successors;
9. Constitution" means the Constitution of the Republic of Ghana;
10. Debt" means any actual obligation (whether present or future, secured or unsecured) for the payment or repayment of money (excluding contingent liabilities, amounts owing to trade creditors, and other liabilities incurred in the ordinary course of business);
11. Exempt Goods List" means the list agreed by the Company and the WAGP Authority in accordance with clause 29.13 of the International Project Agreement, and includes any amendments to that list agreed from time to time;
12. Fiscal laws" means laws in force in Ghana which apply in respect of the Project and governing the fiscal topics addressed in the Agreed Fiscal Regime (including, to the extent applicable, this Act);
13. Fiscal Review Board" means the Fiscal Review Board established in accordance with the WAGP Treaty; foreign currency" means any freely convertible currency, including US dollars, that is the lawful currency of a state other than the currency of Ghana;
14. Gas transportation agreement" means an agreement between a person and the Company for the transportation of natural gas through the pipeline system by the Company on behalf of that person; "Ghana" means either the Republic of Ghana or the territory of the Republic of Ghana; "Government" means the Government of Ghana;

Interest" includes all forms of return in respect of a debt claim (other than repayment of the debt), including, for the avoidance of doubt, discounts, fees and charges. International Project Agreement" means the International Project Agreement dated 22nd May, 2003 between the Republic of Benin, the Republic of Ghana, the Federal Republic of Nigeria, the Republic of Togo and the West African Gas Pipeline Company Limited.